

EXHIBIT E

FY 2003-04

INSURANCE REQUIREMENTS

Grantee, at grantee's sole cost and expense, and for the full term of this grant or any renewal thereof, shall obtain and maintain at least all of the following minimum insurance requirements prior to receiving any monies under the grant:

- A. A COMMERCIAL GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, including non-owned and hired automobile if not insured separately.
- B. A WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY: Workers' Compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- C. A COMMERCIAL BUSINESS AUTO POLICY with a minimum limit of not less than \$500,000 combined single limit for bodily injury and property damage, providing at least all of the following coverages:
 - 1. Coverages shall be applicable to any and all leased, owned, hired or non-owned vehicles used in pursuit of any of the activities associated with this AGREEMENT.
NOTE: This Section C applies only if an owned or leased vehicle is used in conjunction with the operation of this project.
- *D. SOCIAL SERVICE AGENCIES AND CLINICS PROFESSIONAL LIABILITY: \$1,000,000 limit of liability (if applicable).
- E. LAWYERS PROFESSIONAL LIABILITY: \$1,000,000 limit of liability (if applicable).

* Only if providing family or group therapy, interview or counseling or services. Limited medical, or psychiatric services, family therapy, domestic counseling, child guidance, etc.

ENDORSEMENTS

The policies are to contain, or be endorsed to contain, the following provisions.

1. General Liability and Automobile Liability Coverages

- a. The City, its officials, employees, agents and contractors are to be covered as additional insured as respects: liability arising out of activities performed by, or on behalf of , the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or contractors.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

PROOF OF COVERAGE

Copies of all the required ENDORSEMENTS above shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the grantee's insurance company as evidence of the stipulated coverages. This Proof of Insurance shall then be mailed to:

City of San José
Debt & Risk Management Division
801 N. First Street, Rm. 110
San Jose, CA 95110-1716